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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

May 26, 2022

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 2:20-CR-00034-RMP-1

Plaintiff,

Plea Agreement

v.

Pursuant to Federal Rule of
Criminal Procedure 11(c)(1)(C)

JAMES DREW BRADLEY,

Global Disposition with the
State of Washington

Defendant.

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and David M. Herzog and/or Alison L. Gregoire, Assistant United States Attorneys for the Eastern District of Washington, and the State of Washington, by and through Larry Haskell, Prosecuting Attorney for Spokane County, Washington, and Eugene Cruz, Deputy Prosecuting Attorney for Spokane County, and Defendant JAMES DREW BRADLEY (“Defendant”), both individually and by and through Bevan Maxey, Defendant’s federal defense counsel, and Michelle Hess, Defendant’s state defense counsel, hereby agree to the following Plea Agreement.

Introduction

Defendant has been charged in state and federal court with a number of child exploitation offenses.

On August 15, 2019, Defendant was charged in Spokane County Superior Court, Case Number 19-1-03057-32, with Commercial Sexual Abuse of a Minor, in violation of RCW § 9.68A.100(1) (Count 1) and Attempted Rape of a Child in the Second Degree, in violation of RCW § 9A.44.076(1) (Count 2).

On March 3, 2020, a federal Grand Jury returned an Indictment charging Defendant with Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b) (Count 1); Attempted Child Sex Trafficking, in violation of 18 U.S.C. §§ 1591(a)(1), (b)(1), 1594(a) (Count 2); Attempted Production of Child Pornography, in violation of 18 U.S.C. § 2251(a), (e) (Count 3); Receipt and Attempted Receipt of Child Pornography, in violation of 18 U.S.C. § 2252A(a)(2)(A), (b)(1) (Count 4); and Possession of Child Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B), (b)(2) (Count 5).

Defendant wishes to resolve all of these federal and state charges as part of a single, global resolution. The United States Attorney's Office for the Eastern District of Washington and the Spokane County Prosecutor's Office agree to such a resolution, as set forth herein.

1. Guilty Plea and Maximum Statutory Penalties For Criminal Charges

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), Defendant agrees to enter a plea of guilty to Count 1 of the federal Indictment filed on March 3, 2020, charging Defendant with one count of Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b).

Defendant understands that Online Enticement, in violation of 18 U.S.C. § 2422(b), as charged in Count 1 of the Indictment, is a Class A felony offense that carries the following potential penalties: a term of imprisonment of no less than 10 years and up to a lifetime; a term of Supervised Release of not less than 5 years and up

1 to a lifetime; a fine of up to \$250,000; restitution; mandatory registration as a sex
2 offender; a \$100 special penalty assessment; and an additional mandatory special
3 assessment of \$5,000 pursuant to the Justice for Victims of Trafficking Act (“JVTA”)
4 of 2015, absent a judicial finding of indigence.

5 Defendant understands that a violation of a condition of Supervised Release
6 carries an additional penalty of re-imprisonment for all or part of the term of
7 Supervised Release, pursuant to 18 U.S.C. § 3583(e)(3), without credit for time
8 previously served on post-release supervision. Defendant also understands that he
9 will be required to pay restitution and register as a sex offender.

10 2. The Court is Not a Party to the Agreement

11 The Court is not a party to this Plea Agreement and may accept or reject it.
12 Defendant understands that sentencing is a matter solely within the discretion of the
13 Court; that the Court is under no obligation to accept any recommendations made by
14 the United States and/or by Defendant; that the Court will obtain an independent
15 report and sentencing recommendation from the U.S. Probation Office; and that the
16 Court may, in its discretion, impose any sentence it deems appropriate, up to the
17 statutory maximums stated in this Plea Agreement.

18 3. Rule 11 Nature of the Plea Agreement

19 Defendant acknowledges that this Plea Agreement is entered pursuant to
20 Federal Rule of Criminal Procedure 11(c)(1)(C) (“Rule 11(c)(1)(C”). Pursuant to
21 Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate
22 disposition of the case is 144 months (12 years) in custody, to be followed by a term
23 of Supervised Release. The United States and Defendant agree to make those
24 sentencing recommendations to the Court. Although the United States and Defendant
25 agree to make these recommendations to the Court pursuant to Rule 11(c)(1)(C),
26 Defendant acknowledges that no promises of any type have been made to him with
27 respect to the sentence the Court will ultimately impose.

1 Defendant understands that the Court is required to consider the applicable
2 Guidelines sentencing range, but may vary upward or downward from that sentencing
3 range.

4 Defendant understands that he may withdraw from this Plea Agreement if the
5 Court imposes a term of imprisonment of greater than 144 months. Defendant also
6 understands that the United States may withdraw from this Plea Agreement if the
7 Court imposes a term of imprisonment of less than 144 months.

8 Defendant and the United States acknowledge that the imposition of any fine,
9 restitution, and the length and conditions of Supervised Release are not part of the
10 Rule 11(c)(1)(C) nature of this Plea Agreement; that parties are free to make any
11 recommendation they deem appropriate as to the imposition of a fine, restitution, or
12 length or conditions of Supervised Release; and that the Court will exercise its
13 discretion in these regards. Defendant and the United States acknowledge that the
14 Court's decisions regarding the imposition of a fine, restitution, and the length and
15 conditions of Supervised Release will not provide a basis to withdraw Defendant's
16 guilty pleas or withdraw from this Rule 11(c)(1)(C) Plea Agreement.

17 Pursuant to this Plea Agreement, the Spokane County Prosecutor's Office
18 agrees to dismiss all pending criminal charges against Defendant, and not to file new
19 charges arising from conduct by Defendant that occurred prior to the date that
20 Defendant enters a guilty plea in United States District Court on the charges set forth
21 herein, so long as the conduct giving rise to those charges was known to the Spokane
22 County Prosecutor's Office at the time Defendant enters a guilty plea in the above-
23 captioned case.

24 Defendant understands that this Plea Agreement does not limit any law
25 enforcement agency or prosecuting authority from investigating and/or charging
26 Defendant with any new criminal conduct or violations of Supervised Release that
27 arise during or after his incarceration on these charges.
28

1 Defendant acknowledges that if either he or the United States successfully
2 withdraws from this Plea Agreement, the Plea Agreement becomes a nullity, and
3 neither the United States, nor the Spokane County Prosecutor's Office are bound by
4 any representations within it.

5 4. Effect on Immigration Status

6 Defendant recognizes that pleading guilty may have consequences with respect
7 to his immigration status if he is not a citizen of the United States. Under federal law,
8 a broad range of crimes may be removable offenses, including the offense to which
9 Defendant is pleading guilty. Removal and other immigration consequences are the
10 subject of a separate proceeding, however, and Defendant understands that while
11 deportation and/or removal appears to be a virtual certainty if he is not a citizen of the
12 United States, no one, including his attorney or the District Court, can predict with
13 absolute certainty the effect of his conviction on his immigration status. Defendant
14 nevertheless affirms that he wants to plead guilty regardless of any immigration
15 consequences that his plea may entail, even if automatic removal from the United
16 States is a virtual certainty if he is not a United States citizen.

17 5. Waiver of Constitutional Rights

18 Defendant understands that by entering this guilty plea, Defendant is knowingly
19 and voluntarily waiving certain constitutional rights, including:

- 20 a. The right to a jury trial;
21 b. The right to see, hear and question the witnesses;
22 c. The right to remain silent at trial;
23 d. The right to testify at trial; and
24 e. The right to compel witnesses to testify.

25 While Defendant is waiving certain constitutional rights, Defendant understands
26 that Defendant retains the right to be assisted through the sentencing and any direct
27 appeal of the conviction and sentence by an attorney, who will be appointed at no cost
28 if Defendant cannot afford to hire an attorney.

1 Defendant expressly waives his right to bring pretrial motions and
2 acknowledges that all defense motions currently pending before the Court are mooted
3 by this Plea Agreement.

4 6. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of
6 Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b), as charged in
7 Count 1 of the Indictment, the United States would have to prove beyond a reasonable
8 doubt the following.

9 First, Defendant attempted to engage in online enticement, a crime that consists
10 of the following elements:

- 11 a. Beginning on or before June 3, 2019, and continuing through on or
12 about August 13, 2019 , within the Eastern District of Washington,
13 Defendant used a facility or means of interstate commerce,
14 namely, the Internet, to persuade, induce, entice, or coerce an
15 individual who had not attained the age of 18 years, to engage in
16 sexual activity;
- 17 b. Defendant could have been charged with a criminal offense for that
18 sexual activity, namely, Rape of a Child in the Second Degree, in
19 violation of WASH. REV. CODE § 9A.44.076; and
- 20 c. Defendant acted knowingly.

21 Second, Defendant took a substantial step in furtherance of the commission of
22 the crime of online enticement. Specifically, Defendant made specific arrangements
23 to meet in person with an individual whom he believed to be 12 years old, for the
24 purpose of engaging in sexual conduct for which Defendant could have been charged
25 with a criminal offense, and then Defendant went to the arranged location at the
26 specified time to meet that individual for that purpose.

1 7. Factual Basis and Statement of Facts

2 The United States and Defendant stipulate and agree that the following facts are
3 accurate; that the United States could prove these facts beyond a reasonable doubt at
4 trial; and that these facts constitute an adequate factual basis for Defendant's guilty
5 pleas. This statement of facts does not preclude either party from presenting and
6 arguing, for sentencing purposes, additional facts that are relevant to the Guidelines
7 computation or sentencing, unless otherwise prohibited in this Agreement.

8 Beginning before June 3, 2019, and continuing through August 13, 2019, within
9 the Eastern District of Washington, Defendant knowingly used the Internet to entice a
10 person Defendant believed to be 12 years old to engage in sexual activity for which
11 Defendant could have been charged with a criminal offense; namely, Rape of a Child
12 in the Second Degree, in violation of WASH. REV. CODE § 9A.44.076.

13 Defendant communicated with an adult sex worker and an undercover officer
14 using a text messaging platform that accessed the Internet, which Defendant
15 acknowledges is a means and facility of interstate and foreign commerce.

16 In text exchanges with the adult sex worker, Defendant requested that she
17 obtain a 12-year-old with whom Defendant could have sex. Then, on August 5, 2019,
18 Defendant asked the adult sex worker "did you find what I am looking for?" and told
19 her "Dam keep looking got faith in you." When the adult sex worker offered to have
20 sex with Defendant instead, he told her "You can do it you can find a young one it's a
21 thousand dollars to you you can do it." Defendant told the adult sex worker that the
22 girl he wanted her to bring to him needed to be "young and want her for 24 hours . . .
23 and virgin".

24 Instead, the adult sex worker went to law enforcement, and consented to a
25 Spokane Police Department undercover officer taking over her cellular telephone and
26 assuming her identity for purpose of communicating with Defendant. On August 8,
27 2019, in a chat with the undercover officer (who was purporting to be the adult sex
28 worker), Defendant said the following about the 12-year-old girl he was seeking:

1 I will be very gentle on her want your pussy her mouth be nice to her
2 ass to at least for my tongue I'll try not to be too kinky but I will want
3 her to pee in my mouth maybe more fist my ass will pay extra for
4 anything anal but I want her connected to my cock in some way for
the 24 hours how old is she?

5 Defendant also requested that the adult sex worker produce child pornography
6 of the girl and distribute it to him: "Picture from the neck down no face pic . . . Picture
7 of her tities pussy be nice I will want some thing of mine in her all the time." The
8 undercover officer confirmed that the purported girl was twelve: "Sorry my battery
9 was low. She is 12. I'm working on getting some pics for you. When do you want
this to happen and where?" Defendant responded "Soon" and "I will get a motel."

10 Defendant continued to negotiate the terms of the encounter with the
11 undercover officer, ultimately confirming that he had booked a room at the Apple
12 Tree Hotel on Division Street in Spokane and offering to take the adult sex worker
13 and the child to a meal at the nearby Peking North Chinese restaurant beforehand.
14 Defendant's plan was to meet at 7:30 p.m. at the restaurant on August 13, 2019. In
15 text communications, Defendant agreed to pay the purported adult sex worker \$1,000
16 for sex with the child, or \$1,200 for anal sex with both the adult and the child, without
17 condoms. Defendant told the undercover officer to "bring the young one."

18 On August 13, 2019, at about 7:00 p.m., Defendant drove to the Peking North
19 Chinese restaurant in his truck. Defendant acknowledges that going to the restaurant
20 on the arranged date and at the arranged time to meet a person he believed to be 12
21 years old for sex constituted a substantial step in furtherance of the crimes of online
22 enticement and Rape of a Child in the Second Degree.

23 Defendant was arrested in the parking lot and his cellular telephone, truck, and
24 motel room were searched pursuant to search warrants. In his cellular telephone were
25 his side of the exchanges with the adult sex worker and the undercover officer. In his
26 truck were a number of vacuum-sealed packs containing large quantities of cash from
27 marijuana sales. In his motel room were lubricant, condoms, and sex toys.

1 8. Agreements Regarding Dismissals, Additional Charges, and Sentence
2 Calculations

3 a. Agreements to Dismiss and Not File Additional Charges

4 The United States Attorney's Office for the Eastern District of Washington
5 agrees that at the time of sentencing, the United States will move to dismiss Counts 2,
6 3, 4, and 5 of the Indictment filed on March 3, 2020, which charge Defendant with:
7 Attempted Child Sex Trafficking, in violation of 18 U.S.C. §§ 1591(a)(1), (b)(1),
8 1594(a) (Count 2); Attempted Production of Child Pornography, in violation of 18
9 U.S.C. § 2251(a), (e) (Count 3); Receipt/Attempted Receipt of Child Pornography, in
10 violation of 18 U.S.C. § 2252A(a)(2)(A), (b)(1) (Count 4); and Possession of Child
11 Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B), (b)(2) (Count 5).

12 The United States Attorney's Office for the Eastern District of Washington and
13 the Spokane County Prosecutors' Office agree not to bring additional charges against
14 Defendant based on information in their possession at the time of this Plea Agreement,
15 unless Defendant breaches this Plea Agreement prior to sentencing in this case.

16 Defendant understands that the United States Attorney's Office for the Eastern
17 District of Washington and the Spokane County Prosecutors' Office are each free to
18 criminally prosecute Defendant for any other past unlawful conduct or any unlawful
19 conduct that occurs after the date of this Plea Agreement, so long as that conduct was
20 not known to the United States Attorney's Office for the Eastern District of
21 Washington and/or the Spokane County Prosecutors' Office, respectively, on the date
22 that Defendant enters into a federal guilty plea based on this Plea Agreement.

23 If Defendant's guilty plea and this Plea Agreement are both accepted by the
24 Court and Defendant is sentenced in federal court to a term of 144 months of
25 confinement and a term of federal Supervised Release, then: following the sentencing
26 hearing in Defendant's federal case, the Spokane County Prosecutor's Office agrees to
27 dismiss the following charges in Spokane County Superior Court Case Number 19-1-
28 03057-32, alleged in an Information filed on August 15, 2019:

- i. Commercial Sexual Abuse of a Minor, in violation of RCW § 9.68A.100(1) (Count 1); and
 - ii. Attempted Rape of a Child in the Second Degree, in violation of RCW § 9A.44.076(1) (Count 2).

b. Agreements Regarding Seven Days of Time-Served Credit

The United States agrees not to oppose a request by Defendant that this Court calculate Defendant's 144-month sentence in a manner that gives Defendant credit against his federal sentence for the time he served in state custody after being arrested on related state charges on August 13, 2019.

The United States and Defendant agree that Defendant was arrested by state authorities for the conduct giving rise to his state and federal charges on August 13, 2019, and that Defendant posted bond in his state case on August 19, 2019.

Accordingly, the United States and Defendant agree that Defendant served no more than seven days in state custody on the state charges related to the charges in his federal Indictment.

The United States agrees that if the Court elects to impose a 144-month total sentence that gives Defendant credit for the seven days he served in state custody on related state charges, the United States will take the position that Defendant's sentence falls within the Rule 11(c)(1)(C) nature of this Plea Agreement, and the United States will not withdraw from this Plea Agreement on that basis.

Defendant acknowledges that the Court has discretion to grant or deny Defendant's request for such a time-served calculation, and Defendant agrees not to seek to withdraw from this Plea Agreement, or otherwise appeal or challenge the Court's decision to grant or deny any request for such a calculation. Thus, if the Court denies Defendant's request to calculate his federal sentence by taking into account the seven days he served in state custody, Defendant acknowledges that he will not be permitted to withdraw from this Plea Agreement, or challenge that decision by filing an appeal or any other challenge.

1 9. United States Sentencing Guideline Calculations

2 Defendant understands and acknowledges that the United States Sentencing
3 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
4 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
5 Defendant and the United States agree to the following Guidelines calculations.

6 a. Count 1: Attempted Online Enticement

7 The United States and Defendant agree that, absent the application of the cross-
8 reference set forth at U.S.S.G. § 2G1.3(c)(1), the following calculations apply:

Base Offense Level and Adjustments		Guideline Section
Attempted Online Enticement	28	U.S.S.G. § 2G1.3(a)(3)
Use of a Computer to Solicit Participation	+2	U.S.S.G. § 2G2.1(b)(3)
Commercial Sex Act	+2	U.S.S.G. § 2G2.1(b)(4)(B)
Total	32	

13 b. Application of Cross Reference

14 The United States and Defendant also agree that the cross-reference set forth at
15 U.S.S.G. § 2G1.3(c)(1) applies in this case, because Defendant's requests for
16 photographs of the "pussy" of a person he believed to be a minor constituted conduct
17 involving inducing a minor to engage in sexually explicit conduct for the purpose of
18 producing a visual depiction of that conduct. Accordingly, the United States and
19 Defendant agree that because the Guidelines calculations are higher under U.S.S.G.
20 § 2G2.1 than under U.S.S.G. § 2G1.3, the following calculations apply in this case:

Base Offense Level and Adjustments		Guideline Section
Attempted CP Production base offense level	32	U.S.S.G. § 2G2.1(a)(1)
Victim Between Ages of 12-16	+2	U.S.S.G. § 2G2.1(b)(1)(B)
Use of a Computer	+2	U.S.S.G. § 2G2.1(b)(6)(B)(i), (ii)
Total	36	

25 c. No Other Agreements

26 The United States and Defendant have no other agreements regarding the
27 Guidelines or the application of any Guidelines enhancements, departures, or
28 variances.

1 Defendant understands and acknowledges that so long as the United States
2 recommends a total sentence of incarceration of 144 months, the United States is free
3 to make any sentencing arguments it sees fit, including arguments arising from
4 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed
5 pursuant to this Agreement, and Defendant's relevant conduct.

6 d. Recommendations to the Court

7 Defendant agrees not to dispute or challenge any of the Guidelines analyses or
8 calculations set forth herein. Regardless of any calculations made by the United
9 States Probation Office or Court, the United States and Defendant agree to
10 recommend that the Court impose a final sentence of 144 months (12 years), followed
11 by a term of Supervised Release.

12 e. Acceptance of Responsibility

13 The United States will recommend that Defendant receive a three-level
14 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
15 § 3E1.1(a), (b), if Defendant: accepts this Plea Agreement and enters a guilty plea at
16 the first Court hearing that takes place after May 9, 2022; demonstrates a recognition
17 and an affirmative acceptance of personal responsibility for his criminal conduct;
18 provides complete and accurate information during the sentencing process; and does
19 not commit any obstructive conduct.

20 Defendant and the United States agree that the United States may at its option
21 and upon written notice to Defendant, not recommend a downward reduction for
22 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
23 charged with, or convicted of, any criminal offense, or if Defendant tests positive for
24 any controlled substance.

25 f. Criminal History

26 The United States and Defendant have no agreement and make no
27 representations as to Defendant's criminal history category, which will be determined
28 by the Court after the Presentence Investigative Report is completed.

1 10. Incarceration

2 Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the United States
3 and Defendant agree that a fair and just term of incarceration for Defendant is 144
4 months, to be followed by Supervised Release. The United States and Defendant each
5 agree to recommend a term of incarceration of 144 months. If the Court does not
6 accept Defendant's guilty plea or Plea Agreement, or sentences Defendant to a term of
7 imprisonment greater or lesser than 144 months, Defendant and/or the United States
8 may withdraw from this Plea Agreement and the Agreement will be null and void.

9 11. Supervised Release

10 The United States reserves the right to recommend a lifetime term of
11 Supervised Release. Defendant may argue for a term of Supervised Release that is
12 less than the remainder of his lifetime but may not argue for a term of Supervised
13 Release of less than five years. The United States and Defendant have no agreement
14 as to the conditions of Supervised Release that the Court will impose, except as set
15 forth herein. Defendant acknowledges that the Court's decision regarding the length
16 and conditions of Supervised Release is final, non-appealable, and not part of the Rule
17 11(c)(1)(C) nature of this Plea Agreement; that is, even if Defendant is unhappy with
18 the length or conditions of Supervised Release ordered by the Court, those will not be
19 bases on which he may withdraw his guilty plea, withdraw from this Plea Agreement,
20 or appeal his conviction, sentence, or the length or conditions of Supervised Release.

21 The United States and Defendant agree to recommend that in addition to the
22 standard conditions of Supervised Release and the special conditions of Supervised
23 Release that are imposed in all child sex offender cases in this District, the Court
24 impose the following conditions:

- 25 a. The United States Probation Officer may conduct, upon reasonable
26 suspicion, and with or without notice, a search of Defendant's
27 person, residences, offices, vehicles, belongings, and areas under
28 Defendant's exclusive or joint control.

1 b. Defendant shall report to the Probation Office any and all
2 electronic communications service accounts, as defined in 18
3 U.S.C. § 2510(15) used for user communications, dissemination
4 and/or storage of digital media files (i.e. audio, video, images).
5 This includes, but is not limited to, email accounts, social media
6 accounts, and cloud storage accounts. Defendant shall provide
7 each account identifier and password, and shall report the creation
8 of new accounts, changes in identifiers and/or passwords, transfer,
9 suspension and/or deletion of any account within 5 days of such
10 action. Failure to provide accurate account information may be
11 grounds for revocation. The Probation Office is permitted to
12 access and search any accounts using Defendant's credentials
13 pursuant to this condition only when reasonable suspicion exists
14 that Defendant has violated a condition of his supervision and that
15 the accounts to be searched contain evidence of this violation.

16 12. Criminal Fine

17 The United States and Defendant are free to make whatever recommendation
18 concerning the imposition of a criminal fine that they believe is appropriate.
19 Defendant acknowledges that the Court's decision regarding a fine is final, non-
20 appealable, and not part of the Rule 11(c)(1)(C) nature of this Plea Agreement; that is,
21 even if Defendant is unhappy with a fine ordered by the Court, that will not be a basis
22 to withdraw his guilty plea, withdraw from this Plea Agreement, or appeal his
23 conviction, sentence, or fine.

24 13. Judicial Forfeiture

25 Defendant agrees to voluntarily forfeit and relinquish to the United States all
26 right, title and interest in all assets listed herein, and hereby agrees to execute any and
27 all forms and pleadings necessary to effectuate such forfeiture of assets, including, but
28 not limited to the following:

- a. A Verizon Droid cellular telephone, with a cracked screen, in a black Incipio case;
 - b. An Acer laptop computer, Model N12Q9, Serial No.: NXG15AA01615043D87600; and
 - c. A Black Samsung Galaxy Note 9 cellular telephone.

Defendant stipulates that he is the sole owner of the assets listed above and that no one else has an interest in these assets.

Defendant acknowledges that the assets listed above, which he is agreeing to forfeit, are subject to forfeiture, pursuant to 18 U.S.C. § 2428, as property used or intended to be used in any manner or part to commit or to facilitate the commission of Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b), to which he is pleading guilty.

Defendant agrees to take all steps requested by the United States to pass clear title to these assets to the United States, and to testify truthfully in any forfeiture proceeding.

Defendant agrees to hold harmless all law enforcement agents/officers, and the United States, its agents, and its employees from any claims whatsoever arising in connection with the seizure and/or forfeiture of the assets listed above.

Defendant waives further notice of any federal, state or local proceedings involving the forfeiture of the seized assets that he is agreeing to forfeit in this Plea Agreement.

Defendant further agrees to waive all constitutional, equitable and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment.

Defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of the assets. Defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defects that may pertain to the forfeiture.

1 14. Mandatory Special Penalty Assessment

2 Defendant agrees to pay the \$100 mandatory special penalty assessment to the
3 Clerk of Court for the Eastern District of Washington, at or before sentencing,
4 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United
5 States before sentencing as proof of this payment. Defendant agrees that pursuant to
6 the JVTA, an additional mandatory special assessment of \$5,000 must be imposed
7 upon conviction, absent a judicial finding of indigence.

8 15. Restitution

9 The United States and Defendant agree that Defendant will pay \$3,000 in
10 restitution to any victim of a child pornography offense whose image Defendant
11 received or possessed, regardless of the United States' agreement to dismiss Count 4
12 at the time of sentencing, if a victim makes a restitution request before the sentencing
13 hearing in this case. *See* 18 U.S.C. §§ 2259, 3663A, and 3664. The United States and
14 Defendant agree that at the time of the entry of this Plea Agreement, neither the
15 United States nor Defendant are aware of any restitution requests by victims.

16 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay the
17 agreed restitution for all losses caused by Defendant's individual conduct, in exchange
18 for the United States not bringing additional potential charges, regardless of whether
19 counts associated with such losses will be dismissed as part of this Plea Agreement.
20 With respect to restitution, the United States and Defendant agree to the following:

21 a. Restitution Amount and Interest

22 The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C.
23 §§ 3663, 3663A and 3664, the Court should order restitution in an amount of \$3,000
24 per requesting victim, and that any interest on this restitution amount, if any, should
25 be waived.

26 b. Payments

27 To the extent restitution is ordered, the United States and Defendant agree that
28 the Court will set a restitution payment schedule based on his financial circumstances.

1 See 18 U.S.C. § 3664(f)(2), (3)(A). That being said, Defendant agrees to pay not less
2 than 10% of his net monthly income towards his restitution obligations.

3 c. Treasury Offset Program and Collection

4 Defendant understands the Treasury Offset Program (“TOP”) collects
5 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all
6 of Defendant’s federal tax refund, federal retirement benefits, or other federal benefits
7 and apply these monies to Defendant’s restitution obligations. *See* 26 U.S.C.
8 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

9 Defendant also understands that the United States may, notwithstanding the
10 Court-imposed payment schedule, pursue other avenues to ensure the restitution
11 obligation is satisfied, including, but not limited to, garnishment of available funds,
12 wages, or assets. *See* 18 U.S.C. §§ 3572, 3613, and 3664(m). Nothing in this
13 acknowledgment shall be construed to limit Defendant’s ability to assert any
14 specifically identified exemptions as provided by law, except as set forth in this Plea
15 Agreement. Until a fine or restitution order is paid in full, Defendant agrees fully to
16 disclose all assets in which he has any interest or over which he exercises control,
17 directly or indirectly, including those held by a spouse, nominee or third party. Until
18 such time as the fine or restitution order is paid in full, Defendant agrees to provide
19 waivers, consents or releases requested by the U.S. Attorney’s Office to access
20 records to verify the financial information.

21 d. Notifications and Waivers

22 Defendant agrees to notify the Court and the United States of any material
23 change in his economic circumstances (e.g., inheritances, monetary gifts, changed
24 employment, or income increases) that might affect his ability to pay restitution. *See*
25 18 U.S.C. § 3664(k).

26 Defendant agrees to notify the United States of any address change within 30
27 days of that change. *See* 18 U.S.C. § 3612(b)(1)(F).

28 These obligations ceases when Defendant’s restitution is paid-in-full.

1 Defendant acknowledges that the Court's decision regarding restitution is final,
2 non-appealable, and not part of the Rule 11(c)(1)(C) nature of this Plea Agreement;
3 that is, even if Defendant is unhappy with the amount of restitution ordered by the
4 Court, that will not be a basis to withdraw his guilty plea, withdraw from this Plea
5 Agreement, or appeal his conviction, sentence, or restitution order.

6 16. Assets

7 Defendant voluntarily agrees to abandon and relinquish all right, title, and
8 interest in all assets and/or items seized by the Federal Bureau of Investigation or
9 Spokane Police Department during the investigation of this case. Defendant
10 voluntarily consents to the destruction of all assets and/or items seized by the Federal
11 Bureau of Investigation or Spokane Police Department during the investigation of this
12 case. Defendant agrees to hold harmless all law enforcement agents and the United
13 States and Spokane County, their agents, and their employees from any claims
14 whatsoever arising in connection with the seizure, abandonment, and/or destruction of
15 all assets and/or items seized by the Federal Bureau of Investigation or Spokane
16 Police Department during the investigation of this case. Defendant further waives
17 notice of any federal, state, or local proceedings involving the seizure, abandonment
18 and/or destruction of all assets and/or items seized by the Federal Bureau of
19 Investigation or Spokane Police Department during the investigation of this case.

20 17. Payments While Incarcerated

21 If Defendant lacks the financial resources to pay the monetary obligations
22 imposed by the Court, he agrees to earn money to pay toward these obligations by
23 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

24 18. Additional Violations of Law Can Void Plea Agreement

25 The United States and Defendant agree that the United States may, at its option
26 and upon written notice to the Defendant, withdraw from this Plea Agreement or
27 modify its sentencing recommendation if, prior to the imposition of sentence,
28 Defendant is convicted of any crime or tests positive for any controlled substance.

1 19. Waiver of Appeal Rights

2 Defendant understands that he has a limited right to appeal or challenge the
3 conviction and sentence imposed by the Court. In return for the concessions that the
4 United States has made in this Plea Agreement, Defendant agrees to waive his right to
5 appeal his conviction and sentence if the Court imposes a term of imprisonment
6 pursuant to the terms of this Rule 11(c)(1)(C) plea agreement, including the
7 requirement that he must register as a sex offender upon his release from prison.

8 If the Court sentences Defendant above the Rule 11(c)(1)(C) terms of this
9 Agreement, or indicates its intention to do so, and Defendant chooses *not* to withdraw,
10 then the following applies: Defendant agrees to waive his right to appeal his
11 conviction and sentence if the Court imposes a prison term no higher than the high
12 end of the applicable guideline range as determined by the Court. If, under these
13 circumstances, the Court imposes a sentence higher than the high end of the
14 Guidelines range as determined by the Court, Defendant may appeal only the
15 substantive reasonableness of his sentence.

16 Defendant waives his right to appeal any restitution order imposed by the Court.

17 Defendant expressly waives the right to file any post-conviction motion
18 attacking his conviction and sentence, including a motion pursuant to 28 U.S.C.
19 § 2255, except one based on ineffective assistance of counsel arising from information
20 not now known by Defendant and which, in the exercise of due diligence, Defendant
21 could not know by the time the Court imposes sentence. Should Defendant
22 successfully move to withdraw from this Plea Agreement or should Defendant's
23 conviction be set aside, vacated, reversed, or dismissed under any circumstance, this
24 Plea Agreement shall become null and void and the United States may prosecute
25 Defendant on all available charges. Nothing in this Plea Agreement shall preclude the
26 United States from opposing any post-conviction motion for a reduction of sentence
27 or other attack upon the conviction or sentence, including, but not limited to, writ of
28 habeas corpus proceedings brought pursuant to 28 U.S.C. § 2255.

1 20. Sex Offender Registration

2 Defendant understands that by pleading guilty, he will be required to register as
3 a sex offender upon his release from prison as a condition of Supervised Release,
4 pursuant to 18 U.S.C. § 3583(d). Defendant also understands that independent of his
5 term of Supervised Release, he will be subject to federal and state sex offender
6 registration requirements, and that those requirements may apply throughout his
7 lifetime. Defendant agrees that during the duration of his registration requirement, he
8 will keep his registration current with the state sex offender registration agency or
9 agencies of any state in which he lives or resides for more than 72 hours. Defendant
10 agrees that during the duration of his registration requirement, he will notify the state
11 sex offender registration agency or agencies of any state in which he lives or resides
12 for more than 72 hours of changes to his name, place of residence, place of
13 employment, education, or religious worship, and any other information required by
14 such agency or agencies.

15 Defendant agrees that he will verify his sex offender registration information
16 with state sex offender registration agency or agencies of any state in which he lives
17 or resides for more than 72 hours. Defendant understands that he will be subject to
18 possible federal and state penalties for failure to comply with any such requirements.

19 Defendant acknowledges that if he resides in the State of Washington following
20 his release from prison, he will be subject to the registration requirements of RCW
21 § 9A.44.130. Defendant further understands that, under 18 U.S.C. § 4042(c), notice
22 will be provided to certain law enforcement agencies upon his release from
23 confinement following conviction.

24 As a condition of Supervised Release, Defendant shall initially register with the
25 state sex offender registration of the state of his release, and shall also register with the
26 state sex offender agency in any state where defendant resides, is employed, works, or
27 is a student, as directed by the Probation Officer. Defendant shall provide proof of
28 registration to the Probation Officer within 72 hours of release from imprisonment.

1 21. Withdrawal or Vacatur of Defendant's Plea

2 Should Defendant successfully move to withdraw from this Plea Agreement or
3 should Defendant's conviction be set aside, vacated, reversed, or dismissed under any
4 circumstance, then the following provisions will apply:

- 5 a. This Plea Agreement shall become null and void;
- 6 b. The United States and Spokane County may prosecute Defendant
7 on any count to which he has pleaded guilty, as well as any other
8 available charge;
- 9 c. The United States and Spokane County may reinstate any counts
10 that have been dismissed, have been superseded by the filing of an
11 Information, or were not charged because of this Plea Agreement;
- 12 d. The United States and Spokane County may file any new charges
13 that would otherwise be barred by this Agreement;
- 14 e. The United States and Spokane County may prosecute Defendant
15 on all available charges involving or arising from the incidents
16 charged in any charging instrument in this case or the case in
17 Spokane County;
- 18 f. The decision to pursue any or all of these options is solely in the
19 discretion of the United States Attorney's Office and/or the
20 Prosecuting Attorney's Office for Spokane County;
- 21 g. Defendant agrees to waive any objections, motions, and defenses
22 he might have to the United States' or Spokane County's decision
23 about how to proceed, including a claim that the United States has
24 violated Double Jeopardy; and
- 25 h. Defendant agrees not to raise any objections based on the passage
26 of time, including but not limited to, alleged violations of any
27 statutes of limitation or any objections based on the Speedy Trial
28 Act or the Speedy Trial Clause of the Sixth Amendment.

22. Global Disposition for Charged Conduct

2 The Spokane County Prosecutor's Office agrees to dismiss, and not file,
3 criminal charges against Defendant if the conditions set forth herein are met.
4 Defendant acknowledges that if Defendant successfully withdraws from Defendant's
5 federal guilty plea, all representations in this Plea Agreement from the Spokane
6 County Prosecutor's Office will be null and void. The Spokane County Prosecutor's
7 Office makes no representations about prosecution of any future conduct by
8 Defendant, or past criminal conduct that is not set forth in the factual basis of this Plea
9 Agreement. The signature of a Deputy Prosecuting Attorney for Spokane County on
10 this Plea Agreement serves as confirmation of all representations from the Spokane
11 County Prosecutor's Office.

23. Integration Clause

13 The United States and Defendant acknowledge that this document constitutes
14 the entire Plea Agreement between the United States and Defendant, and no other
15 promises, agreements, or conditions exist between the United States and Defendant
16 concerning the resolution of the case. This Plea Agreement is binding only on the
17 United States Attorney's Office for the Eastern District of Washington and the
18 Spokane County Prosecutor's Office, as set forth herein, and cannot bind other
19 federal, state, or local authorities. The United States and Defendant agree that this
20 Agreement cannot be modified except in a writing that is signed by the United States
21 and Defendant.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

Vanessa R. Waldref

~~United States Attorney~~

David M. Herzog or Alison L. Gregoire
Assistant United States Attorney

Plea Agreement - 22

5/26/2022

Date

1 Agreed and submitted on behalf of the Spokane County Prosecutor's Office.

2 Larry Haskell

3 Spokane County Prosecuting Attorney

5 Eugene Cruz

6 Deputy Prosecuting Attorney

Date

7 I have read this Plea Agreement and have carefully reviewed and discussed
8 every part of the agreement with my attorney. I understand and voluntarily enter into
9 this Plea Agreement. I have consulted with my attorney about my rights, I understand
10 those rights, and I am satisfied with the representation of my attorney in this case. No
11 other promises or inducements have been made to me, other than those contained in
12 this Plea Agreement and no one has threatened or forced me in any way to enter into
13 this Plea Agreement. I agree to plead guilty because I am guilty.

15 James Drew Bradley
16 Defendant

Date

17 I have read the Plea Agreement and have discussed the contents of the
18 agreement with my client. The Plea Agreement accurately and completely sets forth
19 the entirety of the agreement between the parties. I concur in my client's decision to
20 plead guilty as set forth in the Plea Agreement. There is no legal reason why the
21 Court should not accept Defendant's pleas of guilty.

23 Bevan Maxey
24 Federal Attorney for Defendant

Date

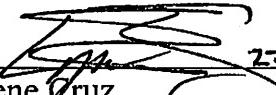
27 Michelle Hess
28 State Attorney for Defendant

Date

1 Agreed and submitted on behalf of the Spokane County Prosecutor's Office.

2 Larry Haskell

3 Spokane County Prosecuting Attorney

4  27114

5 Eugene Cruz

6 Deputy Prosecuting Attorney

7 April 26, 2022

8 Date

9
10
11
12
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21 James Drew Bradley
22 Defendant

23 Date

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29
30 Bevan Maxey
31 Federal Attorney for Defendant

32 Date

33
34 Michelle Hess
35 State Attorney for Defendant

36 Date

Agreed and submitted on behalf of the Spokane County Prosecutor's Office.
Larry Haskell
Spokane County Prosecuting Attorney

Eugene Cruz
Deputy Prosecuting Attorney

I have read this Plea Agreement and have carefully reviewed and discussed every part of the agreement with my attorney. I understand and voluntarily enter into this Plea Agreement. I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement and no one has threatened or forced me in any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.

James Drew Bradley **Date**
Defendant

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept Defendant's pleas of guilty.

Bevan Maxey
Federal Attorney for Defendant

Michelle Hess As to State 5/9/22
Michelle Hess charges only Date
State Attorney for Defendant